

## CHIEF OPERATING OFFICER

This AGREEMENT made and entered into this 22 day of August, 2019, by and between LOWELL PUBLIC SCHOOLS of the CITY OF LOWELL, hereinafter referred to as "EMPLOYER", and Dr. James P. Hall, hereinafter "OPERATING OFFICER."

In consideration of the promises herein contained, the parties hereto mutually agree as follows:

1. EMPLOYMENT: EMPLOYER hereby employs James P. Hall. as the Chief Operating Officer and James P. Hall hereby accepts employment on the following terms and conditions:

2. TERM: James P. Hall shall be employed for a three-year period commencing July 22, 2019 through July 29, 2022.

OPERATING OFFICER shall no later than January 1, 2022 advise the Superintendent of Schools by written notice whether he desires to negotiate a successor agreement. Failure to so notify the Superintendent of Schools shall result in the expiration of this agreement on June 30, 2022 unless this agreement is otherwise terminated for cause as stated herein.

3. COMPENSATION:

a.) OPERATING OFFICER shall be paid an annual salary of One Hundred Fifty Thousand Dollars (\$150,000) for the 2019-2020 fiscal year, payable in equal installments in accordance with the policy of EMPLOYER governing payments of salary of other professional staff members in the school department.

b.) For each year of the contract OPERATING OFFICER shall receive a 2.25% raise effective January 1 of each year beginning on January 1, 2020.

4. SEVERANCE CLAUSE: At the time of OPERATING OFFICER'S retirement, termination, resignation, non-renewal of contract, or death, he or his estate will receive 100% of all accrued vacation.

5. TERMINATION: In the event that OPERATING OFFICER desires to terminate this contract before the term of services shall have expired, he may do so if he gives at least sixty (60) days written notice of his intention to the Superintendent of Schools and the Superintendent of Schools accepts said resignation, otherwise, termination of employment shall be in accordance with Massachusetts General Laws, Chapter 71, Section 42, as amended by the Education Reform Act of 1993.

6. DUTIES: OPERATING OFFICER shall perform faithfully to the best of his ability, the duties of Chief Operating Officer as outlined in the attached exhibit marked "A".

7. CERTIFICATE: OPERATING OFFICER shall furnish and maintain throughout the term of this contract a valid and appropriate certificate qualifying him to act as an Assistant Superintendent of the Lowell School Department in the Commonwealth of Massachusetts, as required by Massachusetts General Laws, Chapter 71, as amended by the Education Reform Act of 1993 and applicable provisions of 603 C.M.R.

8. OTHER ACTIVITIES: OPERATING OFFICER may accept speaking, writing, lecturing, teaching, or other engagements of a professional nature as he sees fit, provided they do not derogate from his duties as Operating Officer and further provided that said activity complies with the provisions of Massachusetts General Laws, Chapter 268A.

9. REIMBURSEMENT FOR EXPENSES: EMPLOYER shall reimburse OPERATING OFFICER for all expenses reasonably incurred in the performance of the duties under this contract in accordance with the laws of Massachusetts and the policies and ordinances of the City of Lowell. Such expenses shall include, but shall not be limited to, costs of transportation and attendance at appropriate local, state, and national meetings. All expenses associated with toll and mileage reimbursements shall be satisfied by a monthly travel allowance of Three Hundred (\$300.00) Dollars. Any additional reimbursements, including, but not limited to plane fare, room and board, meals, etc., will be based on submission of receipts. Said reimbursement shall not be construed as placing OPERATING OFFICER in the performance of his duties (i.e. acting within the scope of his employment, while traveling to and from work). During such travel time, his employment relationship is suspended for the purposes of compensation, including but not limited to regular compensation and workers' compensation.

10. STATE RETIREMENT SYSTEM: OPERATING OFFICER shall be a member of the Massachusetts Teachers Retirement System as required by Massachusetts General Laws, Chapter 32, Section 2.

11. FRINGE BENEFITS: OPERATING OFFICER shall be entitled to all insurance (medical, hospital and life) benefits and all other fringe benefits currently available to teachers, such benefits not to reduce benefits expressly provided for in this contract or to be agreed upon in the future. EMPLOYER and OPERATING OFFICER may agree or alter components of these benefits or to add benefits not currently available to professional personnel.

12. ANNUAL VACATION: OPERATING OFFICER shall receive twenty-seven (27) working days as annual vacation, exclusive of legal holidays. There shall be no limit on the amount of vacation time that can accumulate. All accumulated vacation time, at the rate earned and not redeemed, will be paid to the Administrator (or his estate) in the next pay period following resignation, retirement, non-renewal, termination or death at the then effective per diem rate of pay calculated based on the actual number of days in each year the Administrator is required to work.

13. SICK LEAVE: OPERATING OFFICER shall be entitled to sick leave in an amount equal to, but not in excess of twelve (12) days of sick leave for each year of this contract and any extensions hereunder. His unused sick leave shall be cumulative. He shall be eligible for extended sick leave benefits as are presently available to administrators and as such benefits may be amended from time to time. Not with standing any provision to the contrary, the Operating Officer will not receive any buy back for any unused sick days on his resignation, retirement, termination or death.

14. INDEMNIFICATION: The Employer hereby represents that the City of Lowell is bound by the provisions of Section 9 of Chapter 258, and Section 13 of Chapter 258 of the General Laws, which provides that the City shall indemnify and save harmless municipal officers, elected or appointed, from personal financial loss and expense including reasonable legal fees and costs, if any, in an amount not to exceed One Million Dollars, arising out of any claim, demand, suit or judgment by reason of any act or omission, except an intentional violation of civil rights of any person, if the official at the time of such act or omission was acting within the scope of her official duties or employment.

15. PERSONAL DAYS: OPERATING OFFICER shall be granted three (3) personal days per contract year. No accumulation of personal days exists under this agreement.

16. REIMBURSEMENT FOR GRADUATE COURSEWORK: Upon acceptance and enrollment of OPERATING OFFICER in an accredited Doctoral program of study, the School Employer shall provide payments to an institution within the Massachusetts public higher education system for up to two graduate courses per year within the approved program of study reviewed and approved by the Superintendent of Schools. The parties further agree that to be eligible for graduate reimbursement, OPERATING OFFICER shall obtain a grade B or higher for each eligible graduate course for which he is seeking reimbursement.

17. TEACHER ACADEMY INSTRUCTION: For each three credit graduate level course taught for the New Teacher Academy/Lowell Program for the City of Lowell School District, OPERATING OFFICER shall be paid a stipend of \$3,900.00 if he has been awarded a doctorate degree prior to the start of the course, or \$2,900.00 if he has not been awarded a doctorate degree prior to the start date of the course.

18. PERFORMANCE: OPERATING OFFICER shall fulfill all aspects of this contract. Any exceptions thereto shall be by mutual agreement between EMPLOYER and OPERATING OFFICER in writing.

19. EVALUATION: OPERATING OFFICER shall be evaluated by the Superintendent using the Massachusetts Department of Elementary and Secondary Education's Educator Evaluation tool or another tool appropriate for this position developed by the Superintendent.

20. ENTIRE AGREEMENT: This contract embodies the whole AGREEMENT between EMPLOYER and OPERATING OFFICER and there are no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those contained herein. The contract may not be changed except by writing, signed by the party against whom enforcement thereof is sought.

21. INVALIDITY: If any paragraph or part of this AGREEMENT is invalid, it shall not affect the remainder of said AGREEMENT, but said remainder shall be binding and effective against all parties.

22. The undersigned certifies under penalties of perjury that all municipal fees, including real estate taxes, due and owing to the City of Lowell, have been paid in full.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this AGREEMENT and a duplicate and triplicate thereof, this \_\_\_\_ day of August in the year 2019.

APPROVED:

\_\_\_\_\_  
Dr. Joel Boyd  
Superintendent

\_\_\_\_\_  
Dr. James P. Hall

THE LOWELL SCHOOL COMMITTEE,

\_\_\_\_\_  
William Samaras, Mayor

\_\_\_\_\_  
Dominik Hoy Lay

\_\_\_\_\_  
Andre P. Descoteaux

\_\_\_\_\_  
Connie A. Martin

\_\_\_\_\_  
Jackie Doherty

\_\_\_\_\_  
Gerard Nutter

\_\_\_\_\_  
Robert J. Hoey, Jr.

APPROVED AS TO FORM:

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Christine P. O'Connor  
City Solicitor

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all tax returns and paid all state taxes required under law.

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Signature of Individual (Mandatory)

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Social Security #

Approval of contract or other agreement will not be granted unless this certification clause is signed by the applicant.

Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the Authority of Mass. G.L. c62C s.49A.

# CHIEF OPERATING OFFICER

Lowell Public Schools  
Lowell, Massachusetts

## Job Details

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**Job ID:** 3126057

**Application Deadline:** July 2, 2019

**Re-posted :** July 1, 2019

**Starting Date:** August 31, 2019

## Job Description

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### ABOUT LOWELL PUBLIC SCHOOLS:

The Lowell Public Schools (LPS) is one of the largest districts in Massachusetts, currently enrolling more than 14,150 students in grades PreK-12. LPS has a dedicated school community committed to serving our students and families. The Lowell Public School System provides an inspiring, engaging and empowering education by creating the "Pillars of Urban Excellence" to support and drive its vision:

- The Limitless Potential of all Teachers and Students
- School Cultures that are Welcoming, Respectful, Safe, and Healthy
- Collaborative, Professional Growth of Educators Throughout their Careers
- Partnerships with Schools, Families, and the Community
- Equity and Transparency in all our Actions and Interactions

Our school traditions and activities are enjoyed not only by our students, but by the community as well. Our students enjoy: Field Trips, Celebrations, Student Assemblies, Science Fair, Reading and Writing Events, Family Nights, Special Recognition Events, Civic and Social Justice Activities, Knowledge Bowl, Athletic Activities, Extended Day Programs and more. We provide many parent/guardian engagement activities and meetings. We encourage parents/guardians to participate.

### Job Goal:

The Chief Operating Officer (COO) reports directly to the Superintendent and is responsible for aligning all aspects of the district's operational portfolio, including Human Resources, Facilities, Food Service, Transportation, Emergency Management and Safety and Security. The COO works closely within the Office of Finance and Operations to ensure expert oversight of the district's business functions to seamlessly deliver related services to schools, enabling school leaders to focus their time on supporting teaching and learning in the classroom.

## PERFORMANCE RESPONSIBILITIES:

### Role as a Member of the Superintendent's Executive Cabinet

Keeps the Superintendent informed on issues and needs of all school and non-school sites in the areas of direct oversight.

Offers professional advice to the Superintendent on items requiring action, with appropriate recommendations based on thorough study and analysis.

Interprets, supports and carries out the intent of all Lowell School Committee policies and procedures.

Attends and presents at meetings as necessary (including School Committee, city or DESE related).

### Specific Programmatic Responsibilities

Acts as the district's Chief Human Resources Officer to fulfill the district's strategic talent management and acquisition priorities, including but not limited to the development of a Diversity, Equity and Inclusion Plan that is able to attract, recruit, hire, develop and retain high performing teams who are responsive to the varying needs of a diverse and multicultural student population and their families.

Serves as the district's primary point of contact with the city on all major capital projects.

Provides strategic oversight in the areas of facilities and transportation to ensure maximum cost efficiencies and optimal service delivery.

Oversees the district's emergency management and response functions.

Ensures that every school facility is safe and welcoming through coordination of all security functions and alignment of those functions with the district's core commitment to social-emotional learning.

### Other Responsibilities

Ensure compliance guidance with FMLA, Small Necessities Leave Act, ADA, EEO, FLSA and MGL's. Remains current with upcoming legislative changes.

Develop evaluation tools and policies for all employees with emphasis on those that are currently not in place.

Responsible for reporting data pertaining to each area of responsibility to various audiences.

Oversight of HR functions including unemployment hearings, civil rights compliance, CORIs, workman compensation claims, etc.

Assist in Collective Bargaining, investigations and other high-level HR functions.

Responsible for extensive participation in labor relations including maintaining dialogue with collective bargaining units, grievances, arbitration, negotiations and communications between the District and the collective bargaining units.

Assist and support all personnel having current and accurate job descriptions.

Additional duties as assigned by the Superintendent.

**Position Type:** Full-time

**Positions Available:** 1

- Job Categories : Administrator > Facilities
  - Administrator > Food Services
  - Administrator > Human Resources
  - Administrator > Safety/Security
  - Administrator > Transportation

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**Equal Opportunity Employer**

Lowell Public Schools is committed to maintaining a work and learning environment free from discrimination on the basis of race, color, religion, national origin, pregnancy, gender identity, sexual orientation, marital/civil union status, ancestry, place of birth, age, citizenship status, veteran status, political affiliation, genetic information or disability, as defined and required by state and federal laws. Additionally, we prohibit retaliation against individuals who oppose such discrimination and harassment or who participate in an equal opportunity investigation.

## Job Requirements

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- Qualification:

Applicant must possess an advanced degree from an accredited college or university in education administration, business administration, personnel management or other related discipline.

10+ years rising experience in one of the following required: school administration, personnel/human resources management, public or business administration.

Applicant must have strong organizational and consulting skills for communicating effectively with members of the internal and external school community, including those from varied racial, ethnic, cultural and linguistic backgrounds.

Applicant must have the ability to speak and write with precision and accuracy in order to communicate effectively.

Applicant must have experience in data management and statistical analysis.

Applicant must have demonstrated ability to make decisions in a fast-paced environment.

- Posting will remain open until filled. Start date is negotiable.
- At least 10 years of relevant experience preferred
- Master degree preferred
- Citizenship, residency or work visa required

## Contact Information

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Billie Jo Turner , Assistant Superintendent  
155 Merrimack Street  
4th floor  
Lowell, Massachusetts 01852

Phone: 978 674-4325

*The content you submit, offer, contribute, attach, post, or display (each a "Submission") will viewed by other users of the service who may or may not be accurately representing who they are or who they represent. Do not include any sensitive data in your submissions. Any submission or any use or reliance on any content or materials posted via the service or obtained by you through the use of the service is at your own risk. "Sensitive data" for purposes of this section means social security or other government-issued identification numbers, medical or health information, account security information, individual financial account information, credit/debit/gift or other payment card information, account passwords, individual credit and income information or any other sensitive personal data as defined under applicable laws.*

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